

# **EXHIBIT**

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#### NOTICE OF DEMAND FOR RETURN OF FUNDS TO ESCROW ACCOUNT #1154688

Acting pursuant to Section 3 of that certain Escrow Agreement dated as of August 31, 2006 by and among East Greenfield LLC, an Illinois limited liability company ("East Greenfield" or "EGI"), Cliffs Mining Company, a Delaware corporation ("Cliffs"), and Chicago Title Insurance Company, a Missouri corporation acting as escrow agent (the "Escrow Agent"), as amended in the EGI/Cliffs Settlement Agreement dated as of August 31, 2017, East Greenfield is hereby demanding a return of the funds withdrawn from the above referenced Escrow account, regarding which EGI previously objected on June 10, 2021 to Cliffs and the Escrow Agent by opposing the entirety of the requested expenditure from the above referenced escrow account, partial notice of which was received by EGI on May 14, 2021 and full notice of which was received by supplemental email on May 19, 2021.

Cliffs has acknowledged that their initial notice intentionally referenced additional pages containing the explanation for withdrawal of funds that were stated as included in their notice but were intentionally withheld and not provided until several days later. EGI further demands a more detailed accounting of all expenditures related to the withdrawal from the escrow account as it is believed that such withdrawal violated Section 3 of the escrow agreement, which details the limited purposes for which escrow funds may be used as previously detailed in initial objections and as set forth again below:

According to Cliffs' May 19, 2021 notice, the requested funds were for payment directed to Wisconsin Gas LLC, as a provider of services "performing remedial activities required or otherwise approved or authorized by EPA in payment for the performance of such services." In support of this withdrawal, Cliffs completed its Notice of Withdrawal via the provision of a

Settlement document allocating funds to Wisconsin Electric Power Company and Wisconsin Gas, LLC ("WI Gas").

Upon information and belief, WI Gas is not "a provider of services" performing remedial activities required or otherwise approved or authorized by EPA in payment for the performance of such services." According to Wisconsin Gas LLC's self-provided information with Dun & Broadstreet:

Wisconsin's cold winters would be that much colder without Wisconsin Gas' steady supply of natural gas to residential, commercial, and industrial customers across that state. The company provides natural gas and ancillary services. Wisconsin Gas (in combination with sister companies Wisconsin Electric Power and Edison Sault) serves more than 1 million natural gas customers. The utility operates about 10,800 miles of gas mains. Wisconsin Gas distributes 40% of the natural gas consumed in Wisconsin. Along with Wisconsin Electric Power, it is a subsidiary of regional utility holding company WEC Energy. The two subsidiaries use the trade name We Energies.<sup>1</sup>


Moreover, the Settlement Agreement and other supporting documentation provided to EGI specifically indicate that the withdrawal is both speculative and provided for potential future costs incurred.

The terms of the August 31, 2006 Escrow Agreement and the Settlement Agreement of August 31, 2017 do not allow for speculative withdrawals nor do they allow for the withdrawal of funds to be paid to individuals or companies not in the business of providing remediation services as required by the EPA.

For these reasons, EGI respectfully requests an accounting of all funds paid, including a demonstration that such funds were paid in accordance with the limited purposes set forth in Section 3 of the August 31, 2006 Escrow Agreement. EGI further demands the return of all funds paid to WE Energies, who is not a provider of remedial services along with all funds that were speculatively withdrawn, be returned the above referenced Escrow account.

If Cliffs fails to provide for immediate return of the funds at issue and a proper accounting, EGI will be filing for arbitration as set forth in the August 31, 2006 Escrow Agreement within 30 days.

Very truly yours,



George Bellas  
Attorney at Law

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<sup>1</sup> [https://www.dnb.com/business-directory/company-profiles.wisconsin\\_gas\\_llc.1395db781a507dcb378eec121bcaee95.html](https://www.dnb.com/business-directory/company-profiles.wisconsin_gas_llc.1395db781a507dcb378eec121bcaee95.html)